

**STATE OF MISSISSIPPI  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
Office of State Property Insurance  
501 N. West Street, Suite 1301 Woolfolk Building  
Jackson, Mississippi 39201**

**INVITATION FOR BID  
#3160000667**

The Department of Finance and Administration, Office of State Property Insurance, is seeking sealed Bids for contractor to provide manpower to disconnect and move all furniture items from Central High School Building, located at 359 N. West Street, Jackson, MS to the Robert G. Clark Building, located at 301 N. Lamar Street, Jackson, MS, and to return all furniture items to Central High School Building after cleaning has been completed by another company.

Sealed bids, subject to the conditions made a part hereof, will be received on Tuesday, December 1, 2015, until 2:00 p.m. in Suite 1301B, Woolfolk Building, Jackson, MS, and opened immediately thereafter.

Requests for information on this IFB can be made in writing to:

Judy Miller  
Office of Budget and Accounting/Purchasing Department  
501 N. West Street  
Jackson, MS 39201  
601-359-3656

Or by email to: [judy.miller@dfa.ms.gov](mailto:judy.miller@dfa.ms.gov)

Information concerning this IFB can also be accessed by going to [www.dfa.ms.gov](http://www.dfa.ms.gov). In middle of page you will see, "Are you interested in doing business with Mississippi?" Click here. Scroll to bottom of page, and click on Rfx Procurement Opportunities. Enter Invitation for Bid #3160000667 when prompted. This should take you directly to the Invitation to Bid information.

A Personal Service Contract will be executed at time bid is awarded. A copy of contract is included in this Invitation for Bid.

**Bids must be signed and sealed with the bid number and bidder's name and address in lower left corner of envelope. Please return TWO (2) copies of the bid to address listed above.**

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**SCOPE OF WORK**

Disconnect and move all furniture items from Central High School, located at 359 N. West St., Jackson, MS. All furniture systems and panels, fixtures, equipment, chairs, filing cabinets, and information technology equipment shall be boxed and packed. An inventory of all personal and individual office/cubicle items shall be made. All furniture items shall be moved from Central High School floors 1 and 2 on the south side of the building, using the loading dock, to the Robert G. Clark Building, located at 301 N. Lamar Street. Furniture items shall be unloaded at the loading dock in the basement and taken by elevator to floors 1 through 3. Hard surfaces and filing cabinets shall be taken to another area and set up. Inventoried boxes and containers shall be put in the basement unless cleaning is required. After cleaning has been completed for all affected furniture items by another company, all furniture items shall be disconnected and moved again into the Central High School into the same floors and locations of their original setup. This shall complete the work to be done.

The company providing this service shall be required to procure and obtain all necessary parts for the furniture systems that are broken or missing, and that are required for successful setup and installation of the systems in the Central High School.

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**EXECUTION OF BID**  
**Invitation for Bid #3160000667**

**EXECUTION OF BID MUST BE SIGNED IN INK**

In compliance with this Invitation for Bid and subject to all the conditions and specifications listed herein, the undersigned offers and agrees to furnish all commodities and/or equipment or services as specified in the attached specifications and at the designated prices as quoted in the bid.

**Bidder Information:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street/P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip Code)

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\* (Member of Business/Corporation or Person Authorized to Sign on Behalf of Business)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*Signature of bidder must be in ink.**

The Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal. \_\_\_\_\_ yes \_\_\_\_\_ no

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**Invitation for Bid Form**

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\$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **1. APPLICABLE LAW**

The contract shall be governed by courts of Hinds County, MS, and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.

## **2. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the DFA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **3. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, 39201 for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

## **4. COMPLIANCE WITH LAWS**

The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

## **5. STOP WORK ORDER**

(1) Order to stop work. The DFA, may by written order to the Contractor at any

time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:

- (a) cancel the stop work order; or
  - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this contract.
- (2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this contract.

## **6. REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents that it has not retained a person to solicit or secure a DFA

contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

## **7. REPRESENTATION REGARDING GRATUITIES**

The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

## **8. ACKNOWLEDGMENT OF AMENDMENTS**

Prospective contractors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the DFA by the time and at the place specified for receipt of proposal.

## **9. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the method or factors used to calculate the prices proposed.

## **10. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective contractor represents as part of such contractor's proposal that such contractor has or has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. **(Prospective contractor shall answer: \_\_\_\_ has or \_\_\_\_ has not).**

## **11. E-PAYMENT**

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

## **12. EMPLOYEE STATUS VERIFICATION SYSTEM**

If applicable, the Contractor represents and warrants that it will ensure its compliance

with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

### **13. PAYMODE**

Payments by state agencies using the State Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **14. TRANSPARENCY**

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary



information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at:  
<http://www.transparency.mississippi.gov>.

#### **15. ASSIGNMENT**

The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA. Any attempted assignment or transfer without said consent shall be void and of no effect.

#### **16. INDEPENDENT CONTRACTOR**

The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

#### **17. MODIFICATION OR RENEGOTIATION**

This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.

#### **18. TERMINATION FOR CONVENIENCE**

- (1) Termination. The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
- (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to

the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **19. TERMINATION FOR DEFAULT**

- (1) **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the DFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the DFA has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified the DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time

to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the DFA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DFA under the clause of this contract entitled "Termination for Convenience".

- (5) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this contract entitled "Termination for Convenience".
- (6) **Additional Rights and Remedies.** The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this contract.

## **20. PRICE ADJUSTMENT**

- (1) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
  - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - (b) by unit prices specified in the contract; or
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract.
- (2) **Submission of Cost or Pricing Data.** The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

## **21. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature

whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

## **22. THIRD-PARTY ACTION NOTIFICATION**

The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.

## **23. CHANGE IN SCOPE OF WORK**

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No service has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the DFA.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

## **24. POST AWARD VENDOR DEBRIEFING**

Pursuant to PSCRB Rules and Regulations Sections 7-112 through 7-112.07, you may request a post award vendor debriefing, in writing, by U. S. mail or electronic submission. The request must be made within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. Should you prefer to have legal representation present, you must notify the DFA and identify your attorney. The DFA shall be allowed to schedule and/or suspend and reschedule the debriefing at a time when a representative of the Office of the Mississippi Attorney General can be present. For additional information regarding the process and procedure for the Post Award Vendor Debriefing,

please refer to the PSCRB Rules and Regulations Sections 7-112 through 7-112.07 that may be found at <http://www.mspb.ms.gov/personal-service-contract-review-board/pscrb-rules-regulations.aspx>